



HAMILTON COUNTY WATER QUALITY PROGRAM

1250 Market Street, Suite 3050
Chattanooga, Tennessee 37402-2713
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Represented Jurisdictions:

Collegedale ♦ East Ridge ♦ Hamilton County ♦ Lakesite ♦ Lookout Mountain ♦ Red Bank ♦ Ridgeside ♦ Soddy-Daisy

Inspection and Maintenance Agreement of Private Stormwater Management Facilities

THIS AGREEMENT, made this ____ day of _____, 20____, by and between _____, hereafter referred to as the "OWNER(S)" of the following property: _____ and the Hamilton County Water Quality Program, Hereafter referred to as the "Program",

WITNESSETH

WE, the OWNER(S), with full authority to execute deeds, mortgages, other covenants, all rights, titles, and interests in the property described above, do hereby covenant with the PROGRAM and agree as follows:

1. The OWNER(S) covenant and agree with the PROGRAM that they shall provide for adequate long term maintenance and continuation of stormwater control measures to ensure that the facilities are and remain in proper working condition in accordance with approved design standards, rules and regulations, and applicable laws.
2. All parcels served by the stormwater control measures shown on Plat Book _____, Page _____ and are equally responsible for all costs associated with maintaining the stormwater control measures.
3. The OWNER(S) shall perform preventative maintenance activities outlines in the PROGRAM'S *Guidance Manual for Stormwater Structure Maintenance*, (hereafter referred to as the "MANUAL") incorporated herein by reference, along with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance. The MANUAL provides recommendations for frequency of inspection, record keeping and maintenance and/or repair activities.
4. The OWNER(S) shall grant to the PROGRAM or its agents or contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the facility.
5. The OWNER(S) shall grant to the PROGRAM the necessary easements and rights-of-way and maintain perpetual access from public rights-of-way to the facility for the PROGRAM or its agent or contractor. The OWNER(S) agrees that should maintenance not be properly performed, after due notice, the PROGRAM may order the work performed. The OWNER(S) shall reimburse the PROGRAM upon demand double the costs incurred and any enforcement action costs according to the Stormwater Rules and Regulations and is due upon receipt. The OWNER(S) authorize the PROGRAM to place a lien in the amount should payment not be remitted within forty-five (45) days of receipt.
6. The OWNER(S) shall indemnify and save the PROGRAM harmless from any and all claims for damages to persons or property arising from the construction, maintenance, and use of the facility.
7. The Agreement and covenants contained herein shall apply to and bind the OWNER(S) and the OWNER(S)' heirs, executors, successors, and assigns, and shall bind all present and subsequent owners for the property served by the facility.
8. The OWNER(S) shall not be able to transfer, assign, or modify its responsibilities with respect to this agreement without the PROGRAM'S written prior consent. Nothing

herein shall be construed to prohibit a transfer by OWNER(S) to subsequent owners and assigns. These covenants are permanent and run with the land.

9. The OWNER(S) shall record this AGREEMENT in the office of the Register of DEEDS for the county of Hamilton, Tennessee. A copy of the recorded plat and a recorded copy of these covenants shall be files with the Program prior to the sale, transfer, or conveyance of any lots.

ATTEST:

FOR THE OWNER(S)

TITLE

PRINT OWNER NAME

PHONE NUMBER

REVIEWED BY: _____

FOR THE HAMILTON
COUNTY WATER QUALITY
PROGRAM

ATTEST: _____

PREPARED BY:
HAMILTON COUNTY WATER
QUALITY PROGRAM
1250 MARKET STREET, SUITE 3050
CHATTANOOGA, TN 37402

STATE OF _____

COUNTY OF _____

Before me, _____ of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or provided to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be president (or other within named bargainor, a corporation, and that such president or office as such _____, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as _____.

Witness my hand and official seal at office in _____, this _____ day of _____.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, _____ of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or provided to me on the basis of satisfactory evidence), and who acknowledged themselves to be the Water Quality Manager of the Hamilton County Water Quality Program, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal at office in _____, this _____ day of _____.

NOTARY PUBLIC

My Commission Expires: _____